



Charles Coleman LLP

— SOLICITORS —

Terms and Conditions of Business

**Beaumont House
28 Beaumont Road
Windsor
Berkshire
SL4 1JP**

Telephone: (01753) 861115

Charges and Expenses

Our charges will be calculated mainly by reference to the time actually spent on the matter based on the current charging rate of the Fee Earner responsible for your matter. This will include meetings with you and perhaps others, reading and working on papers and correspondence. In addition, we may take into account the complexity of the issues and the speed at which action has to be taken. Where a charge reflecting any value element is to be added we will explain this to you. Further information relating to the costs in your particular matter will be explained in our initial Client Care letter.

Letters, telephone calls and e-mails are charged as six minute units of time at the appropriate charging rate

In matters in which we have been asked to give a quotation please note that, in the event that there are unforeseen problems or difficulties with your matter, we reserve the right to increase the costs to reflect the additional amount of work undertaken.

Solicitors have to pay out various other expenses on behalf of clients ranging from Land or Probate Registry fees, court fees, experts' fees and so on. It is normal practice to ask clients to pay money on account of such disbursements before they are incurred.

Court Assessment

You have the right to object to our bill and apply for an assessment of the bill by the Court under Part III of the Solicitors Act 1974.

Payment Arrangements

Except in the case of property transactions payment is due to us within 14 days of our sending you an invoice. We reserve the right to charge interest at the rate of 8% per annum on accounts that are not settled within 14 days.

In the event of an interim invoice not being settled, we reserve the right to decline to act further and all work done up to that time will be billed.

We shall exercise a lien over all papers and documents in our possession until our invoices are paid.

Arrangements can be made to make payments by regular instalments. However, if this method is adopted and the agreed payments are not maintained, we reserve the right to cease acting until payments are regularised.

Property transactions. We will normally send you our bill following the exchange of contracts together with a Completion Statement showing the amount required to complete and payment is required at completion.

We do not hold a legal aid franchise in any work category.

We do not offer conditional fee agreements.

Limited Companies

When accepting instructions to act on behalf of a limited company, we may require a director and/or controlling shareholder to sign a form of personal guarantee, in respect of the charges and expenses of this firm. If such a request is refused we will be entitled to stop acting and to require immediate payment of our charges on an hourly basis and expenses as set out earlier.

Costs Payable by Third Parties

In some cases and transactions a client may be entitled to payment of costs by some other person. It is important that you understand that in such circumstances the other person may not be required to pay all the charges and expenses that you incur with us. You have to pay our charges and expenses in the first place and any amounts that can be recovered will be a contribution towards them. Your opponent may, of course, not be in a position to satisfy any order for costs made in your favour. If the other party is in receipt of public funding no costs are likely to be recovered. Dependent on the circumstances of your claim you may be entitled to seek payment of your costs from an employer or trade union.

You will also be responsible for paying our charges and expenses of seeking to recover any costs that you are entitled to from another party.

Liability for Third Party's Costs

A client who is unsuccessful in a court case may be ordered to pay the other party's legal charges and expenses. Those charges would be payable in addition to our costs and expenses. It is important to bear this point in mind when considering whether to pursue an action. Before your case proceeds we will discuss with you whether the likely outcome will justify the expense or risk involved. You may need to consider whether you should take out insurance to cover the other party's costs or to seek after the event insurance.

Cyber Fraud

In view of recent acts of fraud whereby fraudsters have obtained access to Clients' personal bank details by, for example, vishing, spoofing, phishing, or the infiltration of malware, we cannot accept responsibility for any loss that the Client may incur, when attempting to send monies to us, if their funds are diverted by these means from their own bank accounts. We discourage Clients from sending their bank details to us by email and always prefer to receive such information in person, by letter in the post or as a last resort by telephone to a known member of our staff, dealing with your matter.

Payment of Interest

Any money received on your behalf will be held in our client account with Lloyds Bank PLC. Interest will be calculated and paid to you at the rate set out in our Client Interest Policy, which is available to you upon request and contains further relevant information. The interest rates may be subject to change as and when the base rate changes. The period for which interest will be paid normally runs from the date when cleared funds are received by us until the date the cheque or money transfer is made to you. However no payment of interest will be made when the amount calculated is less than £20.00.

Financial Arrangements with Clients

Our practice's policy is to not accept cash except in particular circumstances. If you try to avoid this policy by depositing cash directly with our bank, we may decide to charge you for any additional checks we decide are necessary to prove the source of the funds. This will equally apply if you pay cheques in or transfer funds through a branch of Lloyds Bank PLC direct into our account.

Professional Indemnity Insurance

Our professional indemnity insurers for the current year are AIG Europe Ltd covering claims arising in England and Wales only to a limit of £3,000,000

Limiting Liability

Our liability to you, for a breach of your instructions, shall be limited to £3,000,000.00 unless we expressly state a higher amount in the letter accompanying these terms of business. We will not be liable for any consequential, special, indirect or exemplary damages, costs or losses or any damages, costs or losses attributable to lost profits or opportunities. We can only limit our liability to the extent the law allows. In particular we cannot limit our liability for death or personal injury caused by our negligence. Please ask if you would like us to explain any of the terms above.

Equality & Diversity

Charles Coleman LLP is committed to promoting equality and diversity in all of its dealings with clients, third parties and employees. Please contact us if you would like a copy of our equality and diversity policy

Disclosure of Solicitors' Arrangements with Third Parties

Occasionally, a solicitor may enter into a relationship with a third party (e.g. a funder, fee sharer or introducer) which may affect the steps which we take on your behalf. If this is relevant to the matter we are conducting on your behalf, we shall explain any constraints or conditions which affect you and confirm this to you in writing.

Complaints

Charles Coleman LLP is committed to high quality legal advice and client care. If you are unhappy about any aspect of the service you have received or about the bill, please contact John Humphreys on 01753 861115 or by e-mail to jh@charles-coleman.com or by post. We have a procedure in place which details how we handle complaints which is available on request.

If you are not satisfied with our handling of your complaint you can ask the Legal Ombudsman to consider your complaint. Normally, you will need to bring a complaint to the Legal Ombudsman within six months of receiving a final written response from us about your complaint. The Legal Ombudsman can be contacted at P.O. Box 6806 Wolverhampton WV1 9WJ or by email at enquiries@legalombudsman.org.uk or by telephone on 0300 555 0333.

Termination

You may terminate your instructions to us at any time. However, we will be entitled to keep all your papers and documents while there is money owing to us for our charges and expenses. If at any stage you do not wish us to continue doing work and/or incurring charges and expenses on your behalf you must tell us this clearly in writing.

If we decide to stop acting for you, for example, if you do not pay an interim bill or comply with the request for a payment on account, we will tell you the reason and give you notice in writing, provided that in doing so we are not then in breach of any statutory obligation.

Proceeds of Crime Act 2017

For the protection of all our clients and to comply with The Proceeds of Crime Act 2017 and the Money Laundering Regulations 2017 this firm operates certain procedures. A solicitor has a legal obligation to reveal information to the appropriate authorities if they know or suspect or have reasonable grounds to suspect a person is involved in crime including money laundering, providing financial assistance to terrorism, drug trafficking or handling the proceeds of crime.

In common with other financial professions this firm is legally obliged to know their Clients and before any of the Client's instructions can be carried out we will seek information designed to inform us about your personal circumstances as well as your employment or business. You must provide us with documentary evidence of your identity and where a monetary transaction is involved we will need to know about the source of those funds and you may be asked to produce some information in support. If you cannot provide us with the specific identification requested, please contact us as soon as possible to discuss other ways to verify your identity. It will be necessary for you to attend a meeting with your solicitor to deal with these initial enquiries and you will need to bring with you at least one of the items from List A to confirm your identity and two items from List B to confirm your place of residence.

List A

- Current Signed Passport
- EEA member state identity card
- Current UK or EEA photo card driving licence
- Residence permit issued by Home Office to EEA nations
- Benefit book or original notification letter from the Benefits Agency
- Fire-arms or Shotgun Certificate
- National Identity Card containing a photograph of Client

List B

- An extract from the Electoral Register
- Local Authority Council Tax Bill for the current year
- A receipted Gas, Electricity or other utility bill less than 3 months old
- A current building society passbook
- A current bank statement
- A current local council or housing association tenancy agreement or rent card
- Recent mortgage statement from a recognized lender
- Current full UK driving licence (unless already used in A above)
- Solicitors letter or Land Registry letter confirming a house purchase within the last 3 months
- Inland Revenue self-assessment statement or tax demand
- House Insurance Certificate
- Benefit book or letter from the Benefits Agency confirming the right to benefits

If you are a partnership we shall require the above identification documents on behalf of two of the partners and if you are a company in addition to individual identification of at least two principal shareholders we shall require to search the company index and obtain a copy Certificate of Incorporation and audited accounts. If you are acting on behalf of a third party e.g. as a Trustee we shall need to seek confirmation of the identity of the settlor and beneficiary also.

With the identity information that you have provided we will carry out an electronic credit/identity check with an outside agency to confirm the details we have been given. There will be a charge to you of £4.50 plus VAT for carrying out this search, per individual.

If we receive funds from a third party on your behalf we will have to carry out the above procedures on that individual or company as well and this may cause delay and additional costs.

Any costs or disbursements incurred by the firm in undertaking Client identification or due diligence enquiries may be charged to you and you may be asked for a payment on account in this respect. The firm cannot accept liability for any consequential loss arising as a result of our compliance with our statutory obligations.

Making a Disclosure

We are professionally and legally obliged to keep your affairs confidential. However Solicitors may be required by statute to make a disclosure to the National Crime Agency where they know or suspect that a transaction may involve money laundering or terrorist financing. If we make a disclosure in relation to your matter we may not be able to tell you that a disclosure has been made. We may have to stop working on your matter for a period of time and may not be able to tell you why.

Providing exempt Financial Services

We are not authorised by the Financial Conduct Authority. If, while we are acting for you, you need advice on investments, we may have to refer you to someone who is authorised to provide the necessary advice. However, we may provide certain limited investment advice services where these are closely linked to the legal work we are doing for you. This is because we are members of the Law Society of England and Wales which is a designated professional body for the purposes of the Financial services and Markets Act 2000. The Solicitors Regulations Authority is the independent regulatory arm of the Law Society. The Legal Ombudsman deals with complaints against lawyers. If you are unhappy with any investment advice you receive from us, you should raise your concerns with either of those bodies.

Insurance Mediation Activities

We are not authorised by the Financial Conduct Authority. However, we are included on the register maintained by the Financial Conduct Authority so that we can carry on insurance mediation activity, which is broadly advising on, selling and administration of insurance contracts. This part of our business including arrangements for complaints or redress if something goes wrong, is regulated by the Law Society. The register can be accessed via the Financial Conduct Authority website at www.fca.gov.uk/register

Storage of Papers and Documents

After completing the work, we will be entitled to keep all your papers and documents while there is still money owed to us for fees and expenses. We will keep our file of your papers for up to 7 years except those papers that you ask to be returned to you. If your work involved our receiving instructions from Mortgagees for whom we also acted we may only be able to provide you with copies of the file as we have a duty to retain the original file for the Mortgagees. We may charge you for making photocopies of the documents you wish returned. We keep files on the understanding that we can destroy them 7 years after the date of the final bill. Our electronic files and your data therein will be retained indefinitely. We will not destroy any documents you ask us to deposit in safe custody. In accordance with GDPR (General Data Protection Regulation) best practices, Charles Coleman LLP engages a third-party information management provider (FileMan) to safeguard the information within your client file for a minimum period of seven years and provide secure information management services. Archiving fees and charges will be charged to you at the cost to us of £39 plus VAT for engaging FileMan Information Management to retain your completed file for a minimum of seven years and secure destruction of your client file at the end of the statutory seven year retention period, unless otherwise required. In cases where a physical file needs to be retrieved during this time there will be an additional cost of £19 plus VAT, as charged to us by FileMan.

Copyright

We will retain copyright in all documents drafted by us, although we grant Clients a licence to use the documents for purposes in connection with the matter upon which we are instructed.

Vetting of Files & Confidentiality

External firms or organisations may conduct audit or quality checks on our practice. These external firms or organisations are required to maintain confidentiality in relation to your files.

Data Protection

We use the information you provide primarily for the provision of legal services to you and for related purposes including: updating and enhancing clients' records, analysis to help us manage our practice, statutory returns, legal and regulatory compliance. Our use of that information is subject to your consent the General Data Protection Regulations 2016 and our duty of confidentiality. The lawful basis for our use of your data is explained in our privacy notice which is available on our website at www.charles-coleman.com or a printed copy is available on request. Please note that our work for you may require us to give information to third parties such as expert witnesses and other professional advisors. You have a right of access under data protection legislation to the personal data that we hold about you. You also have the right to rectify or amend your personal data and the right to erase the same or restrict our processing. For more details please see our privacy notice. We may from time to time send you information which we think might be of interest to you. If you do not wish to receive that information please notify our office in writing.

Confidentiality and Disclosure to Third Party Authorities

We shall keep your affairs and the information you give us strictly confidential. However, certain legislation (for example, that relating to money laundering and tax fraud) gives power to authorities such as the police or tax authorities to inspect client information and take copies of documents. Sometimes these laws compel us to report information to the authorities even in the absence of a request. It is possible that, at any time, we may be asked by these authorities to provide them with access to documents held by our firm, or to attend interviews with them in connection with the work we have done for you. In the unlikely event that such a situation arises, we shall comply with the request only to the extent that we are bound by law to do so and, insofar as it is practicable, shall notify you of the request. We will do our best to protect your interests in those circumstances. We further reserve the right to disclose any information to our professional indemnity insurers or advisors.

Third Party Rights

These Terms and Conditions of Business are not intended to and do not confer any right on a third party under the Contract (Rights of Third Parties) Act 1999.

Applicable Law

Any dispute or legal issue arising from our terms of business will be determined by the law of England and Wales and considered exclusively by the English and Welsh Courts.

Banking Facilities

We can confirm that funds deposited by you into our Client Account are protected under the Financial Services Compensation Scheme up to the current limit of £85,000.

Payments by Cheque

In view of the increasing incidents of banking fraud and in order to protect Client monies we will no longer issue cheques above the value of £5,000.

The BACS system (three day payments) will be used to make payments above £5,000 up to a limit of £50,000 for which service there will be no fee payable by the Client. Above that limit all Client monies will be paid by CHAPS (same day payments) and a fee of £30 plus VAT will be payable by the Client for each CHAPS payment required during the course of their matter. To enable us to make payments by BACS and CHAPS it will be necessary for us to receive the beneficiaries' bank details in writing on headed paper where appropriate.

Terms and Conditions of Business

Unless otherwise agreed, and subject to the application of the current hourly rates, these Terms and Conditions of Business shall apply to any future instructions given by you to this firm.

Our Terms and Conditions of Business are governed by the laws of England.

It will not be possible for us to start work on your behalf until one copy of this document has been returned to us duly signed by you.

I/We confirm I/we have read and understood and accept these Terms and Conditions of Business.

Signed.....

Signed.....

Name.....

Name.....

Date.....

Date.....